

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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EMPIRE STATE CARPENTERS WELFARE,  
PENSION, ANNUITY, APPRENTICESHIP,  
CHARITABLE TRUST, LABOR  
MANAGEMENT COOPERATION, and  
SCHOLARSHIP FUNDS, CHRIS FUSCO, DAVID  
HAINES, TODD HELFRICH, AARON HILGER,  
JAMES HOLLEY, FRANK JONES, JAMES  
LOGAN, WILLIAM MACCHIONE, JAMES  
MALCOLM, LLOYD MARTIN, ANGELO  
MASSARO, PATRICK MORIN, DOUG  
O'CONNER, JOHN O'HARE, ROSS PEPE,  
ALAN SEIDMAN, DALE STUHL MILLER,  
LARRY THAYER, STANLEY TURTENWALD,  
WILLIAM WEIR, FRANK WIRT,

Plaintiffs,

-against-

HANNA CONTRACTING, INC.,

Defendant.

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**APPEARANCES:**

**Levy Ratner P.C.**

Attorneys for the Plaintiffs  
80 Eighth Avenue, 8th Floor  
New York, NY 10011-5126

By: Owen M. Rumelt, Esq., Of Counsel

**NO APPEARANCES:**

Hanna Contracting, Inc.

**SPATT, District Judge.**

The plaintiffs commenced this case on January 21, 2010 against Hanna Contracting, Inc. ("Hanna Contracting"), asserting claims for breach of contract in violation of the Employees Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq. ("ERISA") and the Labor

**ORDER**

10-CV-243 (ADS)(ARL)

Management Relations Act of 1974, 29 U.S.C. § 141, et seq. (“LMRA”). On June 24, 2010, the Court referred this matter to United States Magistrate Judge Arlene R. Lindsay, for a report and recommendation as to the amount of damages, attorneys’ fees, and costs to be awarded following the entry of a default judgment against Hanna Contracting. On February 08, 2011, Judge Lindsay issued a Report recommending that the Court: (1) issue an order directing Hanna Contracting to permit and cooperate in the audit of its books and records and provide the plaintiffs with information, books, records and reports in accordance with ERISA and the bargaining agreements between the parties; (2) award attorney’s fees in the amount of \$849.53 to the law firm of Levy Ratner, P.C. located in Manhattan, New York; and (3) award attorney’s fees in the amount of \$5,041.50 to the law firm of Slevin & Hart, P.C., located in Washington, D.C. To date, there have been no objections filed to the Report.

In reviewing a report and recommendation, a court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. §636(b)(1)(C). “To accept the report and recommendation of a magistrate, to which no timely objection has been made, a district court need only satisfy itself that there is no clear error on the face of the record.” Wilds v. United Parcel Serv., 262 F. Supp. 2d 163, 169 (S.D.N.Y. 2003) (citing Nelson v. Smith, 618 F. Supp. 1186, 1189 (S.D.N.Y. 1985)). The Court has reviewed Judge Lindsay’s Report and finds it be persuasive and without any legal or factual errors. There being no objection to Judge Lindsay’s Report, it is hereby:

**ORDERED**, that Judge Lindsay’s Report and Recommendation is adopted in its entirety. The Court directs Hanna Contracting within thirty days of the date of this order to permit and cooperate in the audit of its books and records and provide the plaintiffs with information, books, records and reports in accordance with ERISA and the bargaining agreements between the parties. In

addition, the Court awards attorneys fees in the amount of \$849.53 to the law firm of Levy Ratner, P.C. and attorney's fees in the amount of \$5,041.50 to the law firm of Slevin & Hart, P.C., and it is further

**ORDERED**, that the Clerk of the Court shall enter a judgment for the Plaintiff in the total amount of \$5,891.03, and it is further

**ORDERED**, that the Clerk of the Court is directed to close this case.

**SO ORDERED.**

Dated: Central Islip, New York  
March 7, 2011

/s/ Arthur D. Spatt  
ARTHUR D. SPATT  
United States District Judge